



RFQ No. DACW67-03-Q-0131

**US Army Corps  
of Engineers®**  
Seattle District

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**Project: GEOTECHNICAL DRILLING**

**Location: MUD MOUNTAIN DAM  
ENUMCLAW, WASHINGTON**

**SUPPLY/SERVICE SOLICITATION  
AND STATEMENT OF WORK**

**Closing Date: 02 SEPTEMBER 2003  
Closing Time: 8:00 AM LOCAL TIME**

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.**



## Section Supplies or Services and Price

NOTES**NAICS Coding versus SIC Coding**

The computer program used to generate this document does not provide Standard Form (SF-1155), with a NAICS code. The SIC Code 1481, shall be read as if completed with the NAICS code 213115. The size standard is \$6.0 million.

## NOTES:

1. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: GEOTECHNICAL DRILLING  
MUD MOUNTAIN DAM RIGHT BANK 1245 ROAD  
ENUMCLAW, WASHINGTON

Request for Quote No. DACW67-03-Q-0131

CLOSING DATE AND TIME: 02 SEPTEMBER 2003, 08:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED \_\_\_\_\_ HAVE BEEN RECEIVED

2. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

3. Responses may be faxed until the date and time set for closing. Attention Faxes to Susan Valenzuela, (206) 764-6817.
4. Award shall be made to the responsive and responsible offer with the lowest offer.
5. **ELECTRONIC FUNDS TRANSFER (EFT):** Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; [www.fc.usace.army.mil](http://www.fc.usace.army.mil) The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
6. Please provide the following information:

Federal Taxpayer's ID Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Remit to Address:

Company Name: \_\_\_\_\_

Address:\_\_\_\_\_

City/State/Zip:\_\_\_\_\_

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WInS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service , which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time..

For any questions please contact the Contract Specialist assigned to your project or check our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil) for up-to-date information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GEOTECHNICAL DRILLING EXPLORATION FFP AT MUD MOUNTAIN DAM RIGHT BANK 1245 ROAD , KING COUNTY, WASHINGTON IN ACCORDANCE WITH THE SCOPE OF WORK, DRAWING INCORPORATED HEREIN.  SERVICE WAGE DETERMINATION NO.1994-2563, REV. 23, DATED 05/30/2003 IS APPLICABLE AS INCORPORATED HEREIN.  PURCHASE REQUEST NUMBER: W68MD9-3219-9146	1	Lump Sum		

NET AMT

FOB: Destination

## Section DD1155 - Continuation Sheet

BID SCHEDULE

0001 BASE ITEM: Geotechnical drilling exploration for Mud Mountain Dam Right Bank, King County, Washington in accordance with the Scope of Work, incorporated herein.

	<u>SCHEDULE OF SUPPLIES/SERVICE</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	Mobilization and Demobilization of all equipment and supplies to and from the work site.	1	JB	Lump Sum	_____
0001AB	Drilling	220	LF	_____	_____
0001AC	Standard Penetration Test Sample (1-3/8" I.D.)	22	EA	_____	_____
TOTAL BASE ITEMS					_____

SCOPE OF WORK

**SCOPE OF WORK  
GEOTECHNICAL DRILLING EXPLORATION  
MUD MOUNTAIN DAM RIGHT BANK 1245 ROAD  
KING COUNTY, WASHINGTON  
6 August 2003**

**1. SCOPE AND PROPOSED BORING LOCATIONS.** This Scope of Work (SOW) covers overburden drilling and geotechnical soil sampling at the U.S. Army Corps of Engineers Mud Mountain Dam Project, located in King County, Washington. The primary purpose of the work is to obtain blow counts using a 1-3/8" I.D. Standard Penetration Test (SPT) split-spoon sampler in order to evaluate subsurface conditions below the 1245 access road on the right bank. The work includes drilling two borings, each to approximately 100 feet depth through the 1245 road. The materials that will be encountered are anticipated to be dense lakebed, glacial till, and pyroclastic mudflow deposits consisting of sand, gravel, silt, clay, boulders, cobbles, and structural earth. Work will not be at a contaminated or suspected contaminated site. Drilling shall be accomplished in such a manner that satisfactory samples can be obtained that comply with sampling overburden materials to a maximum depth of 100 feet below ground surface. Corps of Engineers personnel will observe, sample, and log the subsurface soils during the Contractor's operation. The work consists of furnishing all equipment, plant, labor, materials, supplies, and accessories required to accomplish the investigations and other operations incidental to the work in accordance with these specifications and applicable schedules. Mobilization for field activities shall be accomplished within 3 days following the notice to proceed. The work will begin as soon as possible. All work shall be completed by ten days after the notice to proceed.

**2. APPLICABLE PUBLICATIONS.** The publications listed below form a part of this specification to the extent referenced and are referred to by basic designation only.

2.1 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

D 1586-84, Rev-92                      Penetration Test and Split-Barrel Sampling of Soils

2.2 U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-1-1906 (1996) Soil Sampling

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health  
Requirements Manual

This document may be accessed on the internet at the following address:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>

## 2.3 STATE OF WASHINGTON, WASHINGTON ADMINISTRATIVE CODE (WAC)

WAC 173-160 (Rev 23 April 1998) Minimum Standards for  
Construction and Maintenance of Wells

<http://www.ecy.wa.gov/biblio/wac173160.html>

**3. ACCESS.** The specified work is to be performed on the unpaved single lane gravel 1245 access road. The access road is 16 to 17 feet wide on average and has a constriction near the drill site where the road width is 15.5 feet wide. There are minimal to no shoulders on the 1245 access road. There are no overhead obstructions. A tight turn-around site is available at the end of the road approximately 200 feet from the drill site. The uphill slope is 2H: 1V and the downhill slope is greater than 1H:1V to almost vertical.

**4. DRILLING PERMITS AND PERFORMANCE REQUIREMENTS.** The Contractor shall be responsible obtaining, permits, licenses, filing geotechnical boring reports, and other requirements necessary for execution of the work and paying all costs thereof. Copies of such documents shall be furnished to the Authorized Representative of the Contracting Officer (ARCO) prior to commencing the drilling activity. All work shall conform to State of Washington requirements of WAC Chapter 173-160. Drilling site access, coordination, and subsurface utility clearances are the responsibility of the Corps of Engineers. Any items damaged by the Contractor shall be repaired by the Contractor at his expense. Specific locations will be sited in the field by the Corps of Engineers. The order and depth of drilling of all holes will be determined in the field by the ARCO. Two borings are anticipated to be drilled 100 feet deep beneath ground surface.

**5. WORK REQUIREMENTS.** The drill rig shall be manned with an experienced and qualified crew to ensure efficient and timely execution of the work. The minimum acceptable crew for the drill shall be a qualified driller and a qualified helper experienced in geotechnical exploration and the type of sampling anticipated. The qualified driller shall possess all licenses required to drill subsurface borings in Washington State.

**6. HEALTH AND SAFETY.** It shall be the responsibility of the Contractor to ensure that all work carried out is performed in a manner that is safe and protective of human health and the environment in accordance with the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). All personnel shall understand, be familiar with, and conform to, site safety procedures presented in the accepted Activity Hazard Analysis (AHA) developed by the Contractor for site activities. Section 01.A.10 and Figure 1 of EM385-1-1 provide guidance for preparation of the AHA. The Contractor shall not commence on-site work activities, with the exception of mobilization to the work site, until the Authorized Representative of the ARCO has formally accepted the AHA. The Contractor shall be held responsible for ensuring that operations under its control do not jeopardize the health and safety of public or private sector workers, members of the public at large, or the environment. The required AHA is incidental to the work performed under this contract and, therefore no separate payment will be made for the preparation.

**7. RECORDS.** The Contractor's drill operator shall maintain an accurate and precise chronological daily driller's log of events which shall be submitted to the ARCO at the conclusion of each boring or as otherwise directed. The following items shall be included in this daily log:

- (a) Hole number or designation;
- (b) Make and manufacturer's model designation of drilling equipment;
- (c) Beginning of work (time, date, and location);
- (d) Dates and times of all operations;

- (e) Depths of which samples were taken or attempted and type of sampler employed including weight of hammer, number of blows for each 6 inches of sampler penetration, drop height, and, amount of sample recovered;
- (f) Delays in work (times and circumstances);
- (g) Start and stop times of hourly payment items;
- (h) Equipment failures; and
- (i) Movement to new boring locations.

The presence of a Government Inspector or the keeping of separate drilling records by ARCO personnel shall not relieve the Contractor of the responsibility for maintaining the records specified.

**8. DRILLING AND SAMPLING.** Drilling shall be by methods selected by the Contractor and approved by the Corps that are sufficient to accomplish the goals of this investigation and perform satisfactory SPT sampling of overburden. Possible drilling methods include tricone bit, air rotary, rotosonic, or others. Due to the nature of anticipated materials, the Government does not anticipate that hollow flight rotary augers would be a suitable drilling method.

8.1 Drive Samples. Contractor's SPT sampling tools shall at all times include a minimum of two standard 2-inch O.D. split barrel drive samplers and all supplies and accessories to accomplish the drive sampling as directed. The split barrel samplers shall always be used with appropriate sample retaining springs. The drive shoe for the split barrel sampler shall be of hardened steel and shall be replaced or repaired when it becomes dented or distorted. The sampler barrel shall be driven with the force of the drive hammer with a free fall of 30 inches with a 300-pound drive hammer.

The Contractor shall take drive samples beginning at a depth of 10 feet below the ground surface and at the following depth intervals: 10.0, 15.0, 20.0, 30.0, 40.0, 50.0, 60.0, 70.0, 80.0, 90.0 and 100 feet in each of two borings or as directed by the ARCO. Blow counts shall be recorded by the Contractor for each of the three 6-inch intervals per driven sample, and the recovered sample shall be made available to the Government inspector for examination. Each SPT soil sample shall be placed in a plastic bag or glass container and labeled with the boring number and depth at which the sample was taken. The Contractor shall furnish the plastic bags or glass containers used to collect samples. The ARCO shall have the authority to reject unsatisfactory samples. If the samples are rejected due to not conforming to the above requirements, the condition shall be resolved to the satisfaction of the ARCO at no additional cost to the Government.

- 9. INVESTIGATION DERIVED WASTES.** All overburden drill cuttings shall be disposed of by scattering them about each boring location.
- 10. ABANDONMENT OF BORINGS.** Backfill of borings shall be in accordance with WAC 173-160. The borings will be abandoned by simultaneously withdrawing the casing and filling the hole with bentonite cement grout or any other approved material. Water, if needed, is available from a hydrant located on top of the rim within 400 feet horizontal and 60 feet vertically higher from the drilling locations.
- 11. SITE RESTORATION.** After completion of the work, tools, appliances, surplus materials, temporary drainage, rubbish, and debris incidental to work shall be removed and disposed of by the Contractor. The 1245 access road shall be returned to original condition. Utilities, structures, roads, fences, or any other pre-existing item that must be repaired or replaced due to the Contractor's negligence will be the responsibility of the Contractor and repair or replacement shall be accomplished prior to completion of this contract.

**10. SITE VISIT.** There is no scheduled site visit. A site visit is not required. If the Contractor would like to schedule a site visit, the Government's Point of Contact for the project is Paul Anderson at telephone (206) 764-6506.

**END OF SECTION**



## MEASUREMENT AND PAYMENT

1. **GENERAL:** The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, and incidentals, and performing all operations necessary to complete the items in accordance with the specifications. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be specifically mentioned herein. When submitting invoice for payment, all fractional quantities shall be rounded to the nearest whole unit. The Contractor shall not be compensated for loss of time or equipment due to breakdown of equipment, lack of proper equipment as determined by the Contracting Officer's Representative, labor shortages or disputes, delay in obtaining materials, or for any other reason not directly the fault of the Government. Items for which no separate payment is provided shall be considered as incidental to the performance of the work with which it is mentioned.

2. **MEASUREMENT:** Measurement of the units of work shall be made as hereinafter specified. Measurement by linear feet will be measured for payment to the nearest linear foot. Measurement of boring depth shall be vertical measurement in linear feet (LF) to the nearest foot below ground surface. Each (EA) sample will be defined as tool changing time, placing sampler in boring, pushing, rotating or driving sampler as directed, and removing sample from boring, and furnishing sample container. Measurement by the hour (HR) for standby time will be to the nearest quarter hour.

### 3. PAYMENT:

3.1 Item No. 0001AA, Mobilization and Demobilization of all equipment and supplies to and from the work site. Payment will be made at contract lump sum price for Item No. 0001AA, Mobilization and Demobilization, payment of which shall constitute full compensation for transportation of all plant, material, equipment, and supplies to and from the work site. No Standby Time will be paid while waiting to perform initial mobilization to the Mud Mountain Dam area. The preparation, submittal, and revisions for the required AHA will be incidental to this item of work.

3.2 Item No. 0001AB, Drilling. Payment will be made at the contract unit price for Item No. 0001AB, Drilling, payment of which shall be full compensation for all labor, equipment, and incidentals (including any cement and bentonite granules or chips) necessary to drill borings as specified and to decommission (abandon) completed borings and perform minor site restoration as specified.

3.4 Item No. 0001AC, Standard Penetration Test Sample. Payment will be made at the contract unit price for Item No. 0001AC Standard Penetration Test Sample, payment of which shall be full compensation for all labor, equipment, and incidentals necessary to sample each soil boring as specified or as directed. Payment will be made in cases of no recovery providing sampling procedures have been in accordance with the specifications and sampling equipment retainer springs are in working order.

## CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O.'s 12722, 12724, 13059, 13067, 13121, 13129).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Feb 2002).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (APR 2003).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance.

The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).
- (2) The small business size standard is ( ) (insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## WAGE RATES

BRS Document Viewer

WAGE DETERMINATION NO: 94-2563 REV (23) AREA: WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (23) AREA: WA, SEATTLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2563

Revision No.: 23

Date Of Last Revision: 05/30/2003

State: Washington Area: Washington Counties of King, Snohomish, Whatcom

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

10.81

01012 - Accounting Clerk II	12.13
01013 - Accounting Clerk III	14.11
01014 - Accounting Clerk IV	16.28
01030 - Court Reporter	14.40
01050 - Dispatcher, Motor Vehicle	14.40
01060 - Document Preparation Clerk	12.37
01070 - Messenger (Courier)	9.84
01090 - Duplicating Machine Operator	12.37
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	8.76
01116 - General Clerk II	9.71
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	16.86
01131 - Key Entry Operator I	10.40
01132 - Key Entry Operator II	12.69
01191 - Order Clerk I	11.11
01192 - Order Clerk II	14.69
01261 - Personnel Assistant (Employment) I	11.55
01262 - Personnel Assistant (Employment) II	12.96
01263 - Personnel Assistant (Employment) III	14.42
01264 - Personnel Assistant (Employment) IV	16.80
01270 - Production Control Clerk	17.59
01290 - Rental Clerk	12.12
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.66
01312 - Secretary II	13.84
01313 - Secretary III	15.39
01314 - Secretary IV	19.75
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	13.05
01341 - Stenographer I	12.96
01342 - Stenographer II	14.79
01400 - Supply Technician	19.90
01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	10.94
01510 - Test Examiner	14.40
01520 - Test Proctor	14.40
01531 - Travel Clerk I	11.10
01532 - Travel Clerk II	11.95
01533 - Travel Clerk III	12.62
01611 - Word Processor I	12.37
01612 - Word Processor II	14.79
01613 - Word Processor III	18.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.65
03041 - Computer Operator I	13.61
03042 - Computer Operator II	14.63
03043 - Computer Operator III	17.60
03044 - Computer Operator IV	19.89
03045 - Computer Operator V	22.02
03071 - Computer Programmer I (1)	14.08
03072 - Computer Programmer II (1)	18.02
03073 - Computer Programmer III (1)	24.05
03074 - Computer Programmer IV (1)	25.04
03101 - Computer Systems Analyst I (1)	23.36

03102 - Computer Systems Analyst II (1)	26.42
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.70
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.30
05010 - Automotive Glass Installer	19.94
05040 - Automotive Worker	19.94
05070 - Electrician, Automotive	20.60
05100 - Mobile Equipment Servicer	18.61
05130 - Motor Equipment Metal Mechanic	21.30
05160 - Motor Equipment Metal Worker	19.94
05190 - Motor Vehicle Mechanic	21.24
05220 - Motor Vehicle Mechanic Helper	17.93
05250 - Motor Vehicle Upholstery Worker	19.28
05280 - Motor Vehicle Wrecker	19.94
05310 - Painter, Automotive	20.60
05340 - Radiator Repair Specialist	19.94
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.30
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.38
07010 - Baker	12.65
07041 - Cook I	11.03
07042 - Cook II	11.82
07070 - Dishwasher	9.55
07130 - Meat Cutter	14.95
07250 - Waiter/Waitress	11.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09070 - Furniture Refinisher	21.06
09100 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.33
11060 - Elevator Operator	10.38
11090 - Gardener	12.10
11121 - House Keeping Aid I	8.97
11122 - House Keeping Aid II	10.12
11150 - Janitor	10.38
11210 - Laborer, Grounds Maintenance	11.83
11240 - Maid or Houseman	8.97
11270 - Pest Controller	13.39
11300 - Refuse Collector	10.79
11330 - Tractor Operator	12.23
11360 - Window Cleaner	10.89
12000 - Health Occupations	
12020 - Dental Assistant	13.44
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.23
12071 - Licensed Practical Nurse I	13.30
12072 - Licensed Practical Nurse II	14.93
12073 - Licensed Practical Nurse III	16.71
12100 - Medical Assistant	11.94
12130 - Medical Laboratory Technician	13.13
12160 - Medical Record Clerk	12.97



12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	7.54
12222 - Nursing Assistant II	9.28
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.55
12250 - Pharmacy Technician	13.43
12280 - Phlebotomist	10.89
12311 - Registered Nurse I	20.30
12312 - Registered Nurse II	24.76
12313 - Registered Nurse II, Specialist	24.76
12314 - Registered Nurse III	29.43
12315 - Registered Nurse III, Anesthetist	29.43
12316 - Registered Nurse IV	32.95
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.88
13011 - Exhibits Specialist I	17.94
13012 - Exhibits Specialist II	20.46
13013 - Exhibits Specialist III	25.16
13041 - Illustrator I	17.52
13042 - Illustrator II	19.98
13043 - Illustrator III	24.58
13047 - Librarian	24.06
13050 - Library Technician	14.86
13071 - Photographer I	14.55
13072 - Photographer II	18.36
13073 - Photographer III	20.53
13074 - Photographer IV	25.25
13075 - Photographer V	31.04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.15
15030 - Counter Attendant	8.15
15040 - Dry Cleaner	10.35
15070 - Finisher, Flatwork, Machine	8.15
15090 - Presser, Hand	8.15
15100 - Presser, Machine, Drycleaning	8.15
15130 - Presser, Machine, Shirts	8.15
15160 - Presser, Machine, Wearing Apparel, Laundry	8.15
15190 - Sewing Machine Operator	11.09
15220 - Tailor	11.83
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.09
19040 - Tool and Die Maker	23.67
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.70
21020 - Material Coordinator	18.01
21030 - Material Expediter	18.01
21040 - Material Handling Laborer	15.16
21050 - Order Filler	11.48
21071 - Forklift Operator	17.65
21080 - Production Line Worker (Food Processing)	15.63
21100 - Shipping/Receiving Clerk	14.33
21130 - Shipping Packer	14.33
21140 - Store Worker I	12.36
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.07
21210 - Tools and Parts Attendant	18.57

21400 - Warehouse Specialist	16.71
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.25
23050 - Aircraft Quality Control Inspector	27.53
23060 - Aircraft Servicer	19.54
23070 - Aircraft Worker	20.41
23100 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	25.98
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	24.05
23160 - Electrician, Maintenance	25.80
23181 - Electronics Technician, Maintenance I	21.05
23182 - Electronics Technician, Maintenance II	22.59
23183 - Electronics Technician, Maintenance III	27.85
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.89
23340 - Fuel Distribution System Mechanic	21.71
23370 - General Maintenance Worker	17.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	22.88
23430 - Heavy Equipment Mechanic	21.71
23440 - Heavy Equipment Operator	23.43
23460 - Instrument Mechanic	21.71
23470 - Laborer	11.17
23500 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	17.93
23640 - Millwright	24.28
23700 - Office Appliance Repairer	21.06
23740 - Painter, Aircraft	21.06
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	25.13
23800 - Plumber, Maintenance	23.38
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	20.41
23890 - Sheet-Metal Worker, Maintenance	21.71
23910 - Small Engine Mechanic	18.55
23930 - Telecommunication Mechanic I	21.71
23931 - Telecommunication Mechanic II	22.37
23950 - Telephone Lineman	21.71
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	21.71
23970 - Woodcraft Worker	21.71
23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.83
24580 - Child Care Center Clerk	11.01
24600 - Chore Aid	9.06
24630 - Homemaker	15.35
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.01
25040 - Sewage Plant Operator	22.35

25070 - Stationary Engineer	23.01
25190 - Ventilation Equipment Tender	18.25
25210 - Water Treatment Plant Operator	23.20
27000 - Protective Service Occupations	
(not set) - Police Officer	23.48
27004 - Alarm Monitor	15.95
27006 - Corrections Officer	18.69
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	23.53
27101 - Guard I	8.56
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.39
28020 - Hatch Tender	17.39
28030 - Line Handler	17.39
28040 - Stevedore I	15.28
28050 - Stevedore II	16.33
29000 - Technical Occupations	
21150 - Graphic Artist	23.71
29010 - Air Traffic Control Specialist, Center (2)	29.03
29011 - Air Traffic Control Specialist, Station (2)	20.02
29012 - Air Traffic Control Specialist, Terminal (2)	22.05
29023 - Archeological Technician I	15.83
29024 - Archeological Technician II	17.71
29025 - Archeological Technician III	21.93
29030 - Cartographic Technician	21.52
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.42
29040 - Civil Engineering Technician	22.12
29061 - Drafter I	13.24
29062 - Drafter II	15.55
29063 - Drafter III	20.19
29064 - Drafter IV	21.93
29081 - Engineering Technician I	14.80
29082 - Engineering Technician II	16.61
29083 - Engineering Technician III	19.95
29084 - Engineering Technician IV	24.62
29085 - Engineering Technician V	29.65
29086 - Engineering Technician VI	35.87
29090 - Environmental Technician	19.26
29100 - Flight Simulator/Instructor (Pilot)	26.42
29160 - Instructor	19.36
29210 - Laboratory Technician	16.13
29240 - Mathematical Technician	20.53
29361 - Paralegal/Legal Assistant I	14.31
29362 - Paralegal/Legal Assistant II	17.66
29363 - Paralegal/Legal Assistant III	19.49
29364 - Paralegal/Legal Assistant IV	26.11
29390 - Photooptics Technician	20.53
29480 - Technical Writer	22.52
29491 - Unexploded Ordnance (UXO) Technician I	18.45
29492 - Unexploded Ordnance (UXO) Technician II	22.32
29493 - Unexploded Ordnance (UXO) Technician III	26.76
29494 - Unexploded (UXO) Safety Escort	18.45
29495 - Unexploded (UXO) Sweep Personnel	18.45
29620 - Weather Observer, Senior (3)	20.48

29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
29622 - Weather Observer, Upper Air (3)	18.32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.95
31260 - Parking and Lot Attendant	9.33
31290 - Shuttle Bus Driver	11.29
31300 - Taxi Driver	8.98
31361 - Truckdriver, Light Truck	10.26
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	17.54
31364 - Truckdriver, Tractor-Trailer	17.54
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.49
99041 - Carnival Equipment Operator	10.66
99042 - Carnival Equipment Repairer	11.07
99043 - Carnival Worker	9.38
99050 - Desk Clerk	10.81
99095 - Embalmer	20.16
99300 - Lifeguard	9.70
99310 - Mortician	19.34
99350 - Park Attendant (Aide)	12.18
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.92
99500 - Recreation Specialist	14.96
99510 - Recycling Worker	12.29
99610 - Sales Clerk	12.14
99620 - School Crossing Guard (Crosswalk Attendant)	10.16
99630 - Sport Official	10.04
99658 - Survey Party Chief (Chief of Party)	21.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
99660 - Surveying Aide	12.26
99690 - Swimming Pool Operator	14.18
99720 - Vending Machine Attendant	13.52
99730 - Vending Machine Repairer	13.64
99740 - Vending Machine Repairer Helper	13.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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